

## THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 559-2010** 

2010 GRANULAR ROAD IMPROVEMENTS – MURDOCK ROAD – FROM 750.0M SOUTH OF DUGALD RD. TO DUGALD RD.

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## **PART B - BIDDING PROCEDURES**

## **B1.** CONTRACT TITLE

B1.1 2010 Granular Road Improvements – Murdock Road – From 750.0m South of Dugald Rd. to Dugald Rd.

## **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 29, 2010.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

## **B3.** SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

## **B4.** ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/bidopp.asp
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6.** SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
  - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative:
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance:
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, in accordance with B7.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

## **B7.** BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices, hard copy;
  - (c) Bid Security;
    - Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg MB R3B 1J1

## B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

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- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder:
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

#### B9. **PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 For the convenience of Bidders, and pursuant to B7.4.2 and B15.4.3, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Bid Opportunity on the Bid Opportunities page at the Materials Management Division website at http://www.winnipeg.ca/matmgt
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

#### B10. **QUALIFICATION**

- B10.1 The Bidder shall:
  - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
  - (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt)
- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11.** BID SECURITY

- B11.1 The Bidder shall provide bid security in the form of:
  - (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
  - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B11.1.2 All signatures on bid securities shall be original.
- B11.1.3 The Bidder shall sign the Bid Bond.

- B11.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

## B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B12.1.1 Bidders or their representatives may attend.
- B12.1.2 Bids determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B13.** IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B14.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
  - (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B15.** EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
  - (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail):
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Total Bid Price:
  - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B15.4.2 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B15.4.3 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

## **B16.** AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

## CO. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for Construction are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/gen">http://www.winnipeg.ca/matmgt/gen</a> cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### **GENERAL**

#### D1. **GENERAL CONDITIONS**

In addition to the General Conditions for Construction, these Supplemental Conditions are D1.1 applicable to the Work of the Contract.

#### D2. **SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of:
  - (a) Granular Road Improvements
    - Murdock Road 750.0m South of Dugald Rd. to Dugald Rd.
- D2.2 The major components of the Work are as follows:
  - (a) Granular Road Improvements
    - Ditch Excavation and Preliminary ditch grading
    - (ii) Culvert removal and replacement
    - (iii) Removal of existing granular surface
    - (iv) Excavation approximately 700mm depth
    - (v) Compaction of subgrade
    - Placement of separation/reinforcement fabric (vi)
    - (vii) Sub-Base and base course installation
    - Construct Asphalt surface (viii)
    - Final ditch grading (ix)
    - Ditch restoration (x)

#### D3. **CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Genivar, represented by:

> Richard Hawkins **Project Administrator** Genivar 10 Prairie Way Winnipeg, Manitoba R2J 3J8

Telephone No. (204) 477-6650

Facsimile No. (204) 474-2864

D3.2 At the pre-construction meeting, Richard Hawkins will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### D4. **CONTRACTOR'S SUPERVISOR**

- At the pre-construction meeting, the Contractor shall identify his designated supervisor and any D4.1 additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

## D5. NOTICES

- D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg Chief Financial Officer

Facsimile No.: (204) 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg Legal Services Department Attn: City Solicitor 185 King Street, 3rd Floor Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

## D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

## **SUBMISSIONS**

## D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/safety/default.stm">http://www.winnipeg.ca/matmgt/safety/default.stm</a>

## D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
  - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
  - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

### D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
  - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the C4.1 for the return of the executed Contract.

## D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

## D12. EQUIPMENT LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a preconstruction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

## D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

## **SCHEDULE OF WORK**

## D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
    - (iv) the Safe Work Plan specified in D8;
    - (v) evidence of the insurance specified in D9;
    - (vi) the performance security specified in D10;
    - (vii) the subcontractor list specified in D11;
    - (viii) the equipment list specified in D12;
    - (ix) the detailed work schedule specified in D13; and
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.
- D14.4 The City intends to award this Contract by August 19, 2010

### D15. WORKING DAYS

- D15.1 Further to C1.1(gg);
- D15.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he agrees with the Contract Administrator's determination of the Working Days assessed for the report period.
- D15.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.
- D15.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types

The City of Winnipeg

of Work in determining whether the Contractor was able to work in assessing Working Days.

#### D16. **RESTRICTED WORK HOURS**

D16.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

#### D17. **WORK BY OTHERS**

- D17.1 Work by others on or near the Site will include but not necessarily be limited to:
  - (a) City of Winnipeg Geomatics Branch;

#### D18. **SEQUENCE OF WORK**

- D18.1 Further to C6.1, the sequence of work shall be as follows:
- D18.1.1 The Work shall be divided into two stages.
  - (a) Stage I
    - (i) Ditch excavation;
    - (ii) Culvert removal and replacement
    - (iii) Preliminary ditch grading;

## (b) Stage II

- Removal of existing granular surface. (i)
- (ii) Excavation approximately 700mm depth
- (iii) Compaction of subgrade
- Placement of separation/reinforcement fabric (iv)
- Sub-base and base course installation (v)
- (vi) Construct Asphalt surface
- Final ditch grading and restoration (vii)

#### D19. SUBSTANTIAL PERFORMANCE

- D19.1 The Contractor shall achieve Substantial Performance within Twenty-Five (25) consecutive Working Days of the commencement of the Work as specified in D14.
- D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### D20. **TOTAL PERFORMANCE**

- D20.1 The Contractor shall achieve Total Performance within Thirty (30) consecutive Working Days of the commencement of the Work as specified in D14.
- D20.2 When the Contractor or the Contract Administrator considers the Work to be totally performed. the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract

Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D20.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## D21. LIQUIDATED DAMAGES

- D21.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand five hundred dollars (\$1500) per working day for each and every working following the day fixed herein for Substantial Performance during which such failure continues.
- D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## D22. SCHEDULED MAINTENANCE

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
  - (a) Seeding as specified in CW-3510-R8;
- D22.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

## D23. JOB MEETINGS

- D23.1 Regular weekly job meetings will be held at the site or a specified location. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

## D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **WARRANTY**

## D25. WARRANTY

D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

# FORM H1: PERFORMANCE BOND (See D10)

KNOW AL	L MEN BY THESE PRESENTS	S THAT	
(hereinafte	er called the "Principal"), and		
	er called the "Surety"), are hel "Obligee"), in the sum of	ld and firmly bound unto THE CITY OF WIN	, INIPEG (hereinafter
		dollars (\$	)
sum the F		the Obligee, or its successors or assigns, for the nemselves, their heirs, executors, administrate ese presents.	
WHEREA	S the Principal has entered into	o a written contract with the Obligee for	
BID OPPO	ORTUNITY NO. 559-2010		
		ordock Road – From 750.0m South of Dugald Found is hereinafter referred to as the "Contract".	Rd. to Dugald Rd.
NOW THE	REFORE the condition of the a	above obligation is such that if the Principal sh	all:
fo (b) pe (c) m (d) in Co (e) in de	rth in the Contract and in accordance from the Work in a good, propake all the payments whether to every other respect comply vontract; and demnify and save harmless the mands of every description as aims, actions for loss, dama ompensation Act", or any other	o the Obligee or to others as therein provided; with the conditions and perform the covenar e Obligee against and from all loss, costs, days set forth in the Contract, and from all penages or compensation whether arising ure Act or otherwise arising out of or in any wayse of the Contract or any part thereof duri	in the Contract;  Ints contained in the amages, claims, and alties, assessments, ander "The Workers or connected with the
		OID, but otherwise shall remain in full force and sum than the sum specified above.	d effect. The Surety
nothing of	any kind or matter whatsoever of liability of the Surety, any	AGREED that the Surety shall be liable as r that will not discharge the Principal shall operation or usage relating to the liability of Sure	erate as a discharge
IN WITNE	SS WHEREOF the Principal ar	nd Surety have signed and sealed this bond th	е
C	lay of	, 20 .	

The City of Winnipeg Bid Opportunity No. 559-2010 Supplemental Conditions Page 9 of 15

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SIGNED AND SEALED in the presence of:	(Name of Principal)	
(Miles and A. Deineinel if the cool)	Per:	(Seal)
(Witness as to Principal if no seal)	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

## FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (See D10)

(Date)	
The City of Winnipeg Legal Services Department 185 King Street, 3rd Floor Winnipeg MB R3B 1J1	
RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 559-2010	
2010 Granular Road Improvements – Murdock Road – From 750.0m South of Dugald Rd. to Dugald Rd.	
Pursuant to the request of and for the account of our customer,	
(Name of Contractor)	
WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceed in the aggregate	eding
Canadian doll	ars.
This Standby Letter of Credit may be drawn on by you at any time and from time to time upon we demand for payment made upon us by you. It is understood that we are obligated under this Sta Letter of Credit for the payment of monies only and we hereby agree that we shall honour your deman payment without inquiring whether you have a right as between yourself and our customer to make demand and without recognizing any claim of our customer or objection by the customer to payment by	ndby Id for such
The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that made.	
Partial drawings are permitted.	
We engage with you that all demands for payment made within the terms and currency of this Sta Letter of Credit will be duly honoured if presented to us at:	ndby
(Address)	
and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by	us.

ΑII	demands for	payment shall	specificall	y state that they	v are drawn	under this S	Standby	Letter of	Credit.
/ \	acilialias ioi	payment snan	3pccilicali	y state that the	y aic aiawii	under und c	Jianaby		Or Curt.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)			

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name	of bank or financial institution)
Per:	
	(Authorized Signing Officer)
Per:	
	(Authorized Signing Officer)

## FORM J: SUBCONTRACTOR LIST

(See D11)

Portion of the Work	<u>Name</u>	<u>Address</u>	

# FORM K: EQUIPMENT (See D12)

1. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	<del>-</del>
Make/Model/Year:	Serial No.:
Registered owner:	·····
Make/Model/Year:	Serial No.:
Registered owner:	
2. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
3. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	

# FORM K: EQUIPMENT (See D12)

4. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
5. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
6. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	

## FORM L: DETAILED WORK SCHEDULE

(See D13)

tems of Work	Time Period in Working Days							
	5	10	15	20				
Ditch Excavation / Preliminary Ditch Grading								
Culvert Removal / Installation								
Granular Surface Removal / Excavation								
Subgrade Compaction / Geotextile Fabric Installation								
Subbase / Base Course Installation								
Asphalt Surface Installation								
Final Ditch Grading								
Restoration								

## **PART E - SPECIFICATIONS**

## **GENERAL**

## E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The City of Winnipeg Standard Construction Specifications in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 The City of Winnipeg Standard Construction Specifications is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/Spec/Default.stm
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

Drawing No.	Drawing Name/Title	<u>Drawing</u> (Original) Sheet
		<u>Size</u>
559-2010_09170_00	Cover Sheet	36x24
559-2010_09170_01	Murdock Road – From St. Boniface Rd. to Matchline at Station 4+00	36x24
559-2010_09170_02	Murdock Road – From Matchline at Station 4+00 to Matchline at Station 6+50	36x24
559-2010_09170_03	Murdock Road – From Matchline at Station 6+50 to Matchline at Station 9+30	36x24
559-2010_09170_04	Murdock Road – From Matchline at Station 9+30 to Matchline at Station 12+50	36x24
559-2010_09170_05	Murdock Road – From Matchline at Station 12+50 to Matchline at Station 15+50	36x24
559-2010_09170_06	Murdock Road – From Matchline at Station 15+50 to Dugald Rd.	36x24

## E2. GEOTECHNICAL REPORT

E2.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

## E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
  - (a) The field office shall be for the exclusive use of the Contract Administrator.
  - (b) The building shall be conveniently located near the site of the Work.
  - (c) The building shall have a minimum floor area of 20 square metres with two windows and a door entrance with a suitable lock.

.

- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (f) The building shall be furnished with one desk, one table and six chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he deems it necessary.
- E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.
- E3.4 On a one time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

### E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
  - (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

## E5. TRAFFIC CONTROL

- E5.1 Further to clauses 3.6 and 3.7 of CW 1130:
  - (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
  - (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

## E6. TRAFFIC MANAGEMENT

- E6.1 Further to clause 3.7 of CW 1130:
- E6.1.1 The Contractor shall schedule construction activities to meet the following:
  - (a) Murdock Road will be closed to through traffic. Local access and/or bus traffic shall be maintained. The Contractor shall sign the street "Road Closed Local Access Only" in accordance with the Manual of Temporary Traffic Control.
  - (b) Murdock Road private approach access shall be maintained at all times.
  - (c) Access to Buhler Recreation Park shall be maintained at all times. Schedule of events for Buhler Recreation Park can be found at: <a href="http://www.buhlerrecpark.com/events.asp">http://www.buhlerrecpark.com/events.asp</a>
- E6.1.2 Should the Contractor be unable to maintain an existing access to a residence or business, he shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

## **E7.** WATER OBTAINED FROM THE CITY

E7.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

## E8. SURFACE RESTORATIONS

E8.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

## E9. INFRASTRUCTURE SIGNS

E9.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment

will be made for performing all operations herein described and all other items incidental to the work described

## E10. BASE COURSE MEASURMENT AND PAYMENT

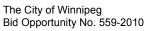
E10.1 Further to CW 3110 base course shall be measured and paid for by the tonne.

## E11. REMOVAL OF GROUTED STONE RIP RAP

E11.1 Removal of grouted stone rip rap shall be measured and paid for by the square metre.

## E12. CORRUGATED STEEL PIPE REMOVAL

- E12.1 Removal of corrugated steel pipes of varying sizes and lengths shall be measured and paid for by the metre.
- E12.2 Bid price will also include disposal of steel pipe.



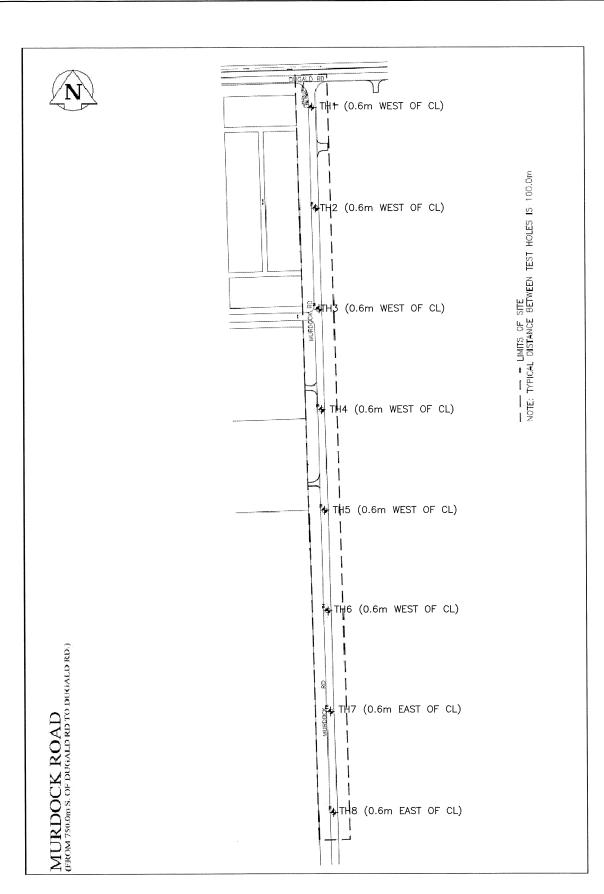
Appendix 'A' Page 1 of 1

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# **APPENDIX 'A' - GEOTECHNICAL REPORT**

Murdock Road Dugald Road to 750m South of Dugald Road

			1						
	Plasticity Index	42	ļ	ļ	ļ			32	
Atterbert Limits	Plastic Limit	28			. 1	1	1	22	-
	Liquid Limit	71				-	l	55	
	Clay (%)	71	l		!			42	
Particle Size Analysis	Silt (%)	24						35	l
Particle Siz	Sand (%)	5		;	!			18	
	Gravel (%)	0				į	-	ī.	l
Moisture	Content (%)	48						37	-
Sample	Depth (m)	0.91						0.3	
Soil	Description	Clay		I	ı	I		Silty Clay Fill	
ture Material	Thickness (mm)	092	710	560	780	1070	1240	780	1420
Pavement Structure Material	Туре	Silty Clay Fill							
Surface	Thickness (mm)	50	200	100	125	150	125	125	100
Pavement Surface	Туре	Granular Fill							
Testhole Location		See site plan							
Tecthole ID		TH1	ТН2	TH3	TH4	THS	9Н1	TH7	1Н8





10 PRAIRIE WAY WINNIPEG, MB R2J 3J8 Tel: (204)477-6650

Tel: (204)477-6650 Fax: (204)474-2864

## CITY OF WINNIPEG 2010 STREET RENEWAL

TESTHOLE LOCATIONS MURDOCK ROAD

10/04/23
SSU
AO
DWG. NO.
GEO-1



Project: 2010 Street Renewal

Client: City of Winnipeg Enclosure:

Engineer: SSU Location: Murdoch Road

TH1

		SUBSURFACE PROFILE						
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content % $^{\triangle}$ 10 20 30 40 50 60 70 80 90 $^{\triangle}$
0 ft m		Ground Surface	235.18					
		GRANULAR FILL 50mm thick, 20mm down (A-Base), brown  SILTY CLAY FILL black, trace of fine gravel; FROST down to 0.8m	234.42					3₹ 35
<b>一</b>								
3-1				0	5	24	71	1 <del>48</del>
4 - 4 - 5 - 4 - 6 - 4 - 2 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7		CLAY stiff, grey-black, fissured, moist; brown at 1.4m	233.05					49 49 51
'I		End of Testhole						100 mm (100 mm) (100
8- Drill N	Method	d: Truck- Mounted	Genivar					Datum: 235.18m

Drill Date: 12/09/09

Hole Size: 125mm

10 Prairie Way Winnipeg, Mb.

R2J 3J8

Checked by: SSU



Project: 2010 Street Renewal

Client: City of Winnipeg Enclosure:

Location: Murdoch Road Engineer: SSU

TH2

		SUBSURFACE PROFILE	T					
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content %  A 10 20 30 40 50 60 70 80 90
ft m		Ground Surface	235.18					
		GRANULAR FILL 200mm thick, 20mm down (limestone), beige	234.98					36 Δ
1-		SILTY CLAY FILL black, trace of fine gravel; FROST down to 0.9m						35 A
3-1			234.27					35
4-1 4-1		CLAY						45 Δ
5-		stiff, grey-black, fissured, moist; brown at 1.5m						46
6-1-2								47
7-1 7-1 1-1 1-1	//	End of Testhole	233.05					49

Drill Method: Truck- Mounted

Drill Date: 12/09/09

Hole Size: 125mm

Genivar 10 Prairie Way Winnipeg, Mb.

R2J 3J8

Checked by: SSU



Drill Date: 12/09/09

Hole Size: 125mm

Project No: WE-09-151-00-WE

Project: 2010 Street Renewal

Client: City of Winnipeg

Location: Murdoch Road

TH3

**Enclosure:** 

Engineer: SSU

Checked by: SSU

Sheet: 1 of 1

		SUBSURFACE PROFILE						
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content % $^{\triangle}$ 10 20 30 40 50 60 70 80 90 $^{\triangle}$
0 t m		Ground Surface	234.74					
1-		GRANULAR FILL 100mm thick, 20mm down (limestone), beige  SILTY CLAY FILL black and brown, trace of fine gravel; FROST down to 0.9m	234.54					35 \Delta 5
3 1 1 4 1 1 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1		CLAY stiff below 0.9m, grey-black, fissured, moist; brown at 1.5m  End of Testhole	232.6					40 44 45 45 47 48 48
8-	Vethoo.	d: Truck- Mounted	Genivar					Datum: 234.74m

Genivar 10 Prairie Way

Winnipeg, Mb. R2J 3J8



Project: 2010 Street Renewal

Client: City of Winnipeg **Enclosure:** 

Location: Murdoch Road Engineer: SSU

TH4

		SUBSURFACE PROFILE						
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content % $^{\triangle}$ 10 20 30 40 50 60 70 80 90 $^{\triangle}$
0 ft m		Ground Surface	234.7					
1- 2		GRANULAR FILL 125mm thick, 20mm down (A-base), beige  SILTY CLAY FILL black and brown, trace of fine gravel; FROST down to 0.9m	234.57					35 38 Δ
3-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		CLAY stiff, grey-black, fissured, moist; brown at 1.5m  End of Testhole	232.57					43 43 43 47 47 48 48
8-	Method	: Truck- Mounted	Senivar					Datum: 234.70m

Drill Date: 12/09/09

Hole Size: 125mm

Genivar 10 Prairie Way Winnipeg, Mb. R2J 3J8

Checked by: SSU



Project: 2010 Street Renewal

Client: City of Winnipeg

**Enclosure:** 

TH5

Engineer: SSU

Location: Murdoch Road

SUBSURFACE PROFILE Water Content % Elevation, m Gravel (%) Description Sand (%) Clay (%) Symbol Silt (%) Depth  $^{\triangle}$ 10 20 30 40 50 60 70 80 90  $^{\triangle}$ 234.5 Ground Surface **GRANULAR FILL** 234.35 150mm thick, 20mm down (A-base), brown  $^{25}_{\Delta}$ SILTY CLAY FILL black and brown, trace of fine gravel; FROST down to 0.9m 37 Δ 233.28 stiff, grey-black, fissured, moist; brown at 1.5m 232.82 SILTY CLAY brown with traces of tan color, firm, moist, medium plasticity 232.37 End of Testhole

Drill Method: Truck- Mounted

Drill Date: 12/09/09

Hole Size: 125mm

Genivar 10 Prairie Way Winnipeg, Mb.

R2J 3J8

Datum: 234.50m

Checked by: SSU



Project: 2010 Street Renewal

Client: City of Winnipeg

Location: Murdoch Road Engineer: SSU

TH6

Enclosure:

		SUBSURFACE PROFILE						
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content % $^{\triangle}$ 10 20 30 40 50 60 70 80 90 $^{\triangle}$
oftl m		Ground Surface	234.78					
		GRANULAR FILL 125mm thick, 20mm down (A-base), brown  SILTY CLAY FILL black and brown, trace of fine gravel; FROST down to 1.2m	234.65					18 34 27 27 27
5-		CLAY stiff, brown, fissured, moist	233.26					43
6-1		SILTY CLAY brown with traces of tan color, firm to soft, moist, medium plasticity	232.65					33 Δ 35 Δ
8-		End of Testhole						D. A 224 70 m

Drill Method: Truck- Mounted

Drill Date: 12/09/09

Hole Size: 125mm

Genivar 10 Prairie Way Winnipeg, Mb.

R2J 3J8

Datum: 234.78m

Checked by: SSU



Project: 2010 Street Renewal

Client: City of Winnipeg

Enclosure:

TH7

Location: Murdoch Road

Engineer: SSU

		SUBSURFACE PROFILE						
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content % $^{\triangle}_{\ \ 10\ \ 20\ \ 30\ \ 40\ \ 50\ \ 60\ \ 70\ \ 80\ \ 90}^{\ \ \triangle}_{\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $
0 ft m		Ground Surface	234.86					
"  "		GRANULAR FILL 125mm thick, 20mm down (A-base), brown	234.73					
1-		120mm tillek, 20mm down (74 base), blown		5	18	35	42	1 <u>37</u> → 1
1 -	$\mathbb{N}$	SILTY CLAY FILL			10			
2		black and brown, trace of fine gravel; FROST down to 1.2m	233.95					35 Δ  34
4-1 4-5 		CLAY stiff, grey-black, fissured, moist; brown at 1.4m	233.03					43 Δ 46 Δ
7-		SILTY CLAY brown with traces of tan color, firm to soft, moist, medium plasticity  End of Testhole	232.73	3				38 2
8-			<u> </u>					Datum: 23/1 86m

Drill Method: Truck- Mounted

Drill Date: 12/09/09

Hole Size: 125mm

Genivar 10 Prairie Way Winnipeg, Mb.

R2J 3J8

Datum: 234.86m

Checked by: SSU



Project: 2010 Street Renewal

Client: City of Winnipeg Enclosure:

Location: Murdoch Road Engineer: SSU

TH8

		SUBSURFACE PROFILE						
Depth	Symbol	Description	Elevation, m	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Water Content %  A 10 20 30 40 50 60 70 80 90
0 ft m		Ground Surface	234.98					
		GRANULAR FILL 100mm thick, 20mm down (A-base), brown  SILTY CLAY FILL black and brown, trace of fine gravel; FROST down to 1.2m	234.88					34 34 36 20 40 43 43
		CLAY stiff, brown, fissured, moist	233.15	5				28
7-		SILTY CLAY brown with traces of tan color, firm to soft, moist, medium plasticity  End of Testhole	232.85	5				29
°7	Motho	d: Truck- Mounted (	l Benivar				<u> </u>	Datum: 234.98m

Drill Method: Truck- Mounted

Drill Date: 12/09/09

Hole Size: 125mm

Genivar 10 Prairie Way Winnipeg, Mb.

R2J 3J8

Datum: 234.98m

Checked by: SSU